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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

CISCO SYSTEMS, INC.,

Plaintiff,

vs.

ARISTA NETWORKS, INC.,

Defendant.

CASE NO. 5:14-cv-5344-BLF

**JOINT CASE MANAGEMENT
STATEMENT**

DEMAND FOR JURY TRIAL

Pursuant to Rule 26(f) of the Federal Rules of Civil Procedure, Local Rule 16-9, the Standing Order for All Judges of the Northern District of California, and the Standing Order for Judge Beth Labson Freeman, Plaintiff Cisco Systems, Inc. (“Plaintiff” or “Cisco”) and Defendant Arista Networks, Inc. (“Defendant” or “Arista”) jointly submit this Case Management Statement.

1. Jurisdiction and Service

This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a). The parties are not aware of any issues with respect to personal jurisdiction or venue. All parties have been served.

2. Background

Cisco’s Statement

Cisco's claims in this case concern Arista's deliberate misappropriation of Cisco's intellectual property. On December 5, 2014, Cisco filed its original complaint in this action, alleging that Arista has infringed multiple copyrights (“Copyrights-in-Suit”) and U.S. Patent Nos. 7,047,526 and 7,953,886 (collectively, “Patents-in-Suit”). (Dkt. 1.) Cisco amended its complaint on March 6, 2015 to add allegations relating to Arista’s willful and indirect infringement of the Patents-in-Suit. (Dkt. 37.)

Cisco’s copyright claims primarily concern the “command-line interface” (“CLI”) of its Internetwork Operating System (“IOS”) software program. (*Id.* at ¶ 25 (identifying specific copyrighted versions of IOS and related operating systems)). Cisco alleges that Arista’s Extensible Operating System (“EOS”) has copied extensively from Cisco's copyrighted operating system, including the verbatim copying of 500 multi-word command expressions—which Arista admits in its Answer. (*See id.* at ¶ 53; Dkt. 36 at ¶ 53.) Cisco also alleges that Arista copied—again verbatim—copyrighted documentation for the IOS CLI, including even grammatical errors contained in Cisco's manuals. (Dkt. 37 at ¶¶ 54-57.) Cisco further alleges that Arista has willfully and deliberately copied Cisco’s CLI, including the Copyrights-in-Suit, so that it can mimic Cisco’s CLI and compete more effectively for Cisco’s customers. (*Id.* at ¶¶ 40-58.)

Cisco’s patent allegations concern U.S. Patent Nos. 7,047,526 and 7,953,886 (collectively, “Patents-in-Suit”), both of which are implemented with Cisco’s CLI. (*See id.* at ¶¶ 31-39.) U.S.

1 Patent No. 7,047,526 claims methods, devices, and systems for using generic commands to access
2 commands in specific formats. U.S. Patent No. 7,953,886 claims methods, devices, and systems
3 for translating input from outside a router into corresponding CLI commands. Cisco alleges that
4 certain Arista products infringe the Patents-in-Suit. (Dkt. 37 at ¶¶ 69, 76.) Cisco further alleges
5 that Arista has willfully and deliberately copied Cisco's CLI, including the Patents-in-Suit, so that
6 it can mimic Cisco's CLI and compete more effectively for Cisco's customers. (*Id.* at ¶¶ 40-58.)

7 Cisco took legal action against Arista when senior members of Arista's management team
8 boasted of their deliberate mimicry of Cisco's CLI. For example, Arista's CEO, a former Cisco
9 executive named Jayshree Ullal, confirmed that Arista's CLI is similar to Cisco's CLI, explaining
10 that “[w]here we don't have to invent, we don't.” She explained that to “compete with Cisco
11 directly in the enterprise in a conventional way” would have taken “15 years and 15,000
12 engineers”—a cost which Arista avoided by copying Cisco's intellectual property. And Arista's
13 CTO, another former Cisco employee named Kenneth Duda, has explained that the similarity
14 between Cisco's CLI and Arista's CLI has “been very helpful for our customers to be able to adopt
15 [Arista's] products,” so much so that 80% of Arista's customers describe the similarity with Cisco's
16 CLI as an important aspect of Arista's product offerings. Cisco will not let this calculated and
17 deliberate misappropriation of its intellectual property go unchallenged.

18 *Arista's Statement*

19 This action is not about protecting Cisco's intellectual property. Rather, it is an effort to
20 debilitate a company that is disrupting Cisco's long-standing dominant market position with better
21 technology.

22 More than ten years ago, Arista Networks began to develop an alternative to the Cisco
23 network routers and switches that had dominated (and continue to dominate) the market. Arista's
24 products would be driven by a completely new operating system, developed from scratch, that
25 offered a fresh, open, programmable and modular architecture in contrast to the closed, proprietary
26 systems used by legacy vendors such as Cisco. Arista introduced its first product, a 10 Gigabit
27 Ethernet switch, with Arista's EOS, more than six years ago. Although EOS's architecture was
28 radically different than Cisco's, Arista openly advertised that its switches could be configured and

1 monitored using well-known “industry standard” CLI commands that were commonly used with
 2 Cisco routers. Since then, Arista has invested hundreds of millions of dollars and hundreds of
 3 thousands of employee hours in improving its products and growing its business, earning some of
 4 the most prestigious awards in the industry along the way. Until December 2014, when it filed this
 5 action, Cisco never suggested that it claimed copyright protection in the set of functional
 6 commands that most of the industry uses. Arista contends that this is because there is no
 7 protectable expression in those commands. If there were, Cisco would have raised an objection
 8 long ago—either to Arista or to the other companies who also use those commands.

9 **3. Legal Issues**

10 Subject to and without waiving their respective positions and arguments, the parties assert
 11 that some of the disputed issues include, without limitation, the following:

- 12 • Whether Arista infringed the Copyrights-in-Suit;
- 13 • Whether Arista infringed the Patents-in-Suit, directly and/or indirectly;
- 14 • Whether Arista’s infringement of the Copyrights-in-suit and/or Patents-in-
 15 Suit was willful;
- 16 • Appropriate damages for Arista’s alleged infringement of the Copyrights-
 17 in-suit and/or Patents-in-Suit;
- 18 • Whether Arista should be enjoined from further infringement of the
 Copyrights-in-suit and/or Patents-in-Suit;
- 19 • Whether this case is exceptional under 35 U.S.C. § 285;
- 20 • Whether any of Cisco’s CLI commands alleged to have been copied are
 21 copyrightable.
- 22 • Whether Cisco’s complaint states a claim upon which relief can be granted;
- 23 • Whether any use Arista made of Cisco’s Copyrights-in-Suit was a fair use;
- 24 • Whether any of Cisco’s claims are barred by the equitable doctrines of
 25 laches (for the patent claims), acquiescence, estoppel, and/or waiver;
- 26 • Whether Cisco’s requested relief is barred, in whole or in part, by Cisco’s
 unclean hands;
- 27 • Whether Cisco’s copyright claims are barred in whole or in part by Cisco’s
 28 alleged misuse of the Copyrights-in-Suit;

- Whether any of the claims of the Patents-in-Suit are invalid under 35 U.S.C. §§ 101, 102, 103, and/or 112;
- Whether prosecution history estoppel precludes Cisco from asserting infringement of the Patents-in-Suit under the doctrine of equivalents; and
- Whether Cisco's copyright claims are barred in whole or in part by *scenes a faire*, the merger doctrine, and/or any other limits on the scope of protection for the works at issue.

4. Motions

On March 25, 2015, Arista filed a motion to dismiss portions of Cisco's amended complaint. (Dkt. 39.) Cisco filed its opposition on April 8, 2015. (Dkt. 41.) Arista filed its reply on April 15, 2015. (Dkt. 42.) That motion is set to be heard on July 2, 2015 at 9:00 a.m.

No other motions are currently pending.

5. Amendment of Pleadings

The parties do not presently anticipate further amending their pleadings, but reserve their rights to do so as the case develops. A proposed date by which pleadings shall be amended is included in each party's scheduling Appendix.

6. Evidence Preservation

The parties have reviewed the Guidelines Relating to the Discovery of Electronically Stored Information. On March 17, 2015, the parties met and conferred pursuant to Rule 26(f) of the Federal Rules of Civil Procedure regarding reasonable and proportionate steps to preserve evidence related to the issues reasonably evident in this action.

7. Disclosures

On March 31, 2015, the parties exchanged initial disclosures pursuant to Rule 26(a) of the Federal Rules of Civil Procedure.

8. Discovery

8.1 Scope of Discovery

The parties will require discovery regarding the legal and factual issues identified in Sections 1 and 2 above. The parties do not believe that limitation of discovery to particular issues is warranted.

1 *Cisco's Statement*

2 Cisco believes that the issues relating to its copyright claim have been narrowed
3 considerably by Arista's admissions in its Answer and in public statements that Arista uses
4 Cisco's copyrighted IOS CLI commands and that it copied Cisco's copyrighted IOS
5 documentation. Given this narrowed scope, Cisco believes that the parties can complete discovery
6 relating to Cisco's copyright claim in short order and prepare that claim for trial.

7 *Arista's Statement*

8 Having filed two district court cases and two cases in the International Trade Commission,
9 asserting 14 different patents and 20 copyrighted works purporting to embody 500 CLI
10 commands, and attacking most of Arista's product line, Cisco plainly would like nothing more
11 than to overwhelm its much smaller opponent with a rush to trial. But Cisco offers no explanation
12 supporting its contention that its copyright claim has been "narrowed considerably." In fact, Cisco
13 has done nothing to narrow the key copyright issues in the case concerning ownership, novelty,
14 merger, similarity (or not) of *protectable expression*, fair use, and other legal issues. Meanwhile,
15 the patent claims are also in their infancy. Other than the tactical advantage Cisco hopes to get by
16 overwhelming Arista with its multifront war, there is no rationale to deny Arista the time and
17 opportunity to take full discovery to defend against these claims.

18 8.2 Discovery Taken to Date

19 Cisco served a set of written discovery requests, including requests for production,
20 interrogatories, and requests for admission on March 26, 2015. Arista served requests for
21 production on March 27, 2015, and interrogatories on April 10, 2015.

22 *Cisco's Statement*

23 Discovery also has begun in the ITC investigations identified in Section 10 below. Cisco
24 anticipates that discovery in the ITC investigations will significantly overlap with discovery in this
25 case. The ITC investigations concern many of the same Arista products that are accused of
26 infringement in this case. Furthermore, many of the Cisco products that embody the Copyrights-
27 in-Suit and Patents-in-Suit in this case similarly embody the patents at issue in the ITC
28 investigations. Cisco therefore proposes that the parties enter a cross-use agreement to facilitate

1 the efficient use of discovery material from the ITC investigations in this case and vice-versa.¹

2 The duplicative production of documents and other information in this case and the ITC
3 investigations would be needlessly wasteful.

4 *Arista Statement*

5 To avoid negotiating with Arista to identify documents relevant to the parties' claims *in*
6 *this case*, Cisco proposes injecting all the discovery from two separate ITC investigations,
7 asserting 12 different patents, into this district court case. In fact, a blanket cross-use agreement
8 would force Arista to expend significant time and effort sorting through a large volume of
9 irrelevant documents to identify the limited number relevant to this action. Further, Cisco has
10 provided no basis for its claim that discovery in the ITC investigations will overlap with discovery
11 in this case, as it has not yet even identified which copyrighted works it is asserting in this action.

12 8.3 Proposed Limitations or Modification of the Discovery Rules

13 The parties do not believe any changes should be made in the timing, form, or requirement
14 for disclosures under Rule 26(a) of the Federal Rules of Civil Procedure, which disclosures have
15 been served.

16 The parties do not propose any other changes in the limitations on discovery imposed by
17 the Federal Rules of Civil Procedure or the Local Rules for this Court.

18 8.4 Stipulated ESI Discovery Order

19 The parties are negotiating a stipulation addressing the disclosure of each party's
20 electronically stored information and the format in which it should be produced.

21 8.5 Privileged Information

22 The parties agree that, pursuant to Fed. R. Evid. 502(d), the production of a privileged or
23 work-product-protected document, whether inadvertent or otherwise, is not a waiver of privilege
24 or protection from discovery in this case or in any other federal or state proceeding. For example,

25
26 ¹ Because Arista thus far has been unwilling to agree to cross-use of documents produced in
27 the ITC cases in this case, Cisco also served a request for production seeking the documents Arista
28 produced at the ITC. Arista has not produced documents responsive to this request.

1 the mere production of a privileged or work-product-protection document in which case as part of
 2 a mass production is not itself a waiver in this case or in any other federal or state proceeding.

3 The parties have agreed to enter into a protective order pursuant to Fed. R. Civ. P. 26(b)(5)
 4 and reserve rights to assert privilege under that rule.

5 **9. Class Actions**

6 This case is not a class action.

7 **10. Related Cases**

8 Cisco and Arista are engaged in three other proceedings relating to allegations that Arista
 9 is infringing Cisco's intellectual property: *In re Certain Network Devices, Related Software and*
 10 *Components Thereof (I)* (U.S.I.T.C. Inv. No. 337-TA-944), *In re Certain Network Devices,*
 11 *Related Software and Components Thereof (II)* (U.S.I.T.C. Inv. No. 337-TA-945), and *Cisco*
 12 *Systems, Inc. v. Arista Networks, Inc.* (N.D. Cal. Case No. 3:14-cv-5343). Those cases involve
 13 allegations that Arista is infringing twelve Cisco patents other than the Patents-in-Suit. Case No.
 14 3:14-cv-5343 has been stayed pending resolution of the ITC investigations.

15 **11. Relief**

16 Cisco seeks the following relief:

- 17 • A declaration that Arista has infringed the Copyrights-in-Suit;
- 18 • A declaration that Arista has infringed the Patents-in-Suit;
- 19 • An injunction forbidding Arista and those acting with Arista from
 20 infringing the Copyrights-in-Suit;
- 21 • An injunction forbidding Arista and those acting with Arista from
 22 infringing the Patents-in-Suit;
- 23 • Damages for Arista's infringement of the Copyrights-in-Suit, together with
 24 costs and interest, including Cisco's lost profits, Arista's profits, and/or
 25 statutory damages enhanced due to Arista's willful infringement;
- 26 • Damages for Arista's infringement of the Patents-in-Suit, together with
 27 costs and interest, including at least a reasonable royalty for the use of
 28 Cisco's Patents-in-Suit made by Arista and/or Cisco's lost profits and treble
 damages for Arista's willful infringement;
- An award of Cisco's reasonable attorneys' fees, expenses and costs under
 17 U.S.C. § 505;

- A declaration that this case is ‘exceptional’ under 35 U.S.C. § 285, and an award of Cisco’s reasonable attorneys’ fees, expenses and costs; and
- Such other relief as the Court shall deem appropriate.

Arista seeks the following relief:

- An order entering judgment in Arista’s favor and against Cisco on all causes of action alleged in Cisco’s Amended Complaint;
- Arista’s reasonable attorneys’ fees and costs incurred in connection with this action; and
- For such other relief as the Court deems just.

12. Settlement and ADR

The parties met and conferred regarding an ADR plan for the case on March 17, 2015.

The parties have stipulated to participating in private mediation using a mutually acceptable provider to be negotiated. The parties believe that ADR is most likely to be productive following (1) completion of claim construction and (2) production of financial information by Arista, and therefore the parties jointly request that no ADR deadline be set before those events occur.

13. Consent to Magistrate Judge for All Purposes

The parties have not consented to a Magistrate Judge for all purposes.

14. Other References

This case is not suitable for reference to binding arbitration, a special master, or the Judicial Panel on Multidistrict Litigation.

15. Narrowing of Issues

Cisco’s Statement

Cisco requests that the trial in this action be bifurcated, such that Cisco’s copyright claim would be tried before Cisco’s patent claims. Arista has admitted, in its Answer and in public statements by its senior executives, that Arista used Cisco’s copyrighted IOS CLI command expressions and product documentation in Arista’s products. It is not disputed that Arista did so without obtaining a license from Cisco. As a result, the issues in dispute with respect to Cisco’s copyright claim are quite narrow. Trial on Cisco’s copyright claim may therefore proceed expeditiously. Trying Cisco’s copyright claim separately from its patent claims would also

1 promote clarity, as the jury will not be required to distinguish between Cisco's copyright and
2 patent claims. Cisco's proposed case schedule, included in Appendix A, reflects this bifurcated
3 proceeding. Arista's proposed case schedule, on the other hand, reflects Arista's intent to drag this
4 case out as long as possible, so that it may continue infringing Cisco's intellectual property in the
5 interim.

6 *Arista's Statement*

7 Arista disagrees with Cisco's suggestion that the Court bifurcate this case. First, if Cisco
8 believed its patent and copyright claims were so distinct, it was free to bring them in separate
9 suits. In fact, simultaneous to filing this suit Cisco filed a suit alleging infringement of twelve
10 other patents, to which it could have easily added the two patents at issue here. Instead it
11 combined the patent and copyright claims, likely in an effort to forum shop the applicable court of
12 appeal: by attaching patent claims, Cisco has selected the Federal Circuit as the appeals court for
13 this case, even though its copyright claims are governed by Ninth Circuit substantive law. Having
14 made those tactical choices, Cisco should not now be able to force the Court into a burdensome
15 trial procedure that contradicts those choices.

16 Furthermore, Cisco's copyright claim will not be anywhere near ready for trial in January
17 2016, as Cisco suggests. Arista does not admit that it used Cisco's allegedly copyrighted CLI
18 commands, and does not agree that the issues in this dispute are narrow. Cisco has attached over
19 20 copyrights to its complaint, all of which concern proprietary source code that has never been
20 produced, and all of unknown length but likely to be millions of lines of code each. It is not
21 known to Arista how, or if, the 500 asserted CLI commands appear in those copyrighted works.
22 Therefore the case raises an extremely complex set of allegations, all of which must be assessed
23 against the defenses of no copyrightability, merger, *scenes a faire* among others. Moreover, there
24 are important equitable defenses since, until last December, Cisco never even suggested that it
25 claimed copyright protection in the set of functional commands that most of the industry used.
26 Cisco itself has referred to these commands as the "industry standard", and several other
27 companies use many of the same CLI commands.

1 Accordingly, Cisco's proposed bifurcation and accelerated trial schedule is impractical,
2 unjustified, and unfair. It will complicate the Court's docket and prejudice Arista's defense.
3 Arista's proposed case scheduled, which tracks the Local Rules and this Court's standard
4 scheduling procedures and thus hardly reflects an attempt to "drag out" this case, is included in
5 Appendix B.

6 **16. Expedited Trial Procedure**

7 The parties are not amenable to the Expedited Trial Procedure of General Order No. 64
8 Attachment A.

9 **17. Scheduling**

10 The parties' respective scheduling proposals are attached hereto as Appendix A and
11 Appendix B.

12 **18. Trial**

13 This case will be tried to a jury. The parties expect the trial to last two to three weeks.

14 **19. Disclosure of Non-Party Interested Entities or Persons**

15 Both parties have filed the Certification of Interested Entities or Persons required by Civil
16 Local Rule 3-15.

17 Cisco restates that Cisco has no parent corporation, and no publicly held corporation owns
18 10% or more of Cisco's stock. Cisco further states that as of this date, other than the named
19 parties and their shareholders, there are no persons or entities known to have either a financial
20 interest in the subject matter in controversy or in a party to the proceeding, or any other kind of
21 interest that could be substantially affected by the outcome of this proceeding.

22 Arista restates that Arista has no parent corporation, and no publicly held corporation owns
23 10% or more of Arista's stock. Arista further states that as of this date, other than the named
24 parties and their shareholders, there are no persons or entities known to have either a financial
25 interest in the subject matter in controversy or in a party to the proceeding, or any other kind of
26 interest that could be substantially affected by the outcome of this proceeding.

1 **20. Professional Conduct**

2 All attorneys of record for the parties have reviewed the Guidelines for Professional
3 Conduct for the Northern District of California.

4 **21. Patent Local Rule 2-1 Topics**

5 21.1 Modification of Disclosure Obligations

6 The parties' proposed schedules for disclosures required by the Patent Local Rules are set
7 forth in Appendix A and Appendix B respectively.

8 21.2 Claim Construction Discovery

9 The parties' proposed schedules for claim construction disclosures and discovery are set
10 forth in Appendix A and Appendix B, respectively. If either party offers a declaration from an
11 expert witness in support of its claim construction briefing, the other party shall be permitted to
12 depose that expert within fourteen (14) days of being served with that declaration, notwithstanding
13 any limitations on other claim construction discovery.

14 21.3 Claim Construction Hearing

15 The parties do not presently believe that live testimony will be necessary at the claim
16 construction hearing. Nevertheless, the parties reserve the right to offer such testimony in the
17 event that it becomes necessary. The parties expect that the claim construction hearing can be
18 concluded within a half-day.

19 21.4 Technology Tutorial

20 The parties suggest that they each provide a tutorial on the technology at issue in this case
21 approximately one week prior to the claim construction hearing.

1 DATED: May 7, 2015

Respectfully submitted,

3 /s/ Sean S. Pak

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7 DATED: May 7, 2015

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16 **ATTORNEY ATTESTATION**

17 I hereby attest, pursuant to Local Rule 5-1(i)(3), that the concurrence in the filing of this
18 document has been obtained from the signatory indicated by the “conformed” signature (/s/) of
19 Robert A. Van Nest within this e-filed document.

20
21 /s/ Sean S. Pak
22
23
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25
26
27
28

Appendix A – Cisco’s Proposed Schedule

Event	Cisco’s Proposed Date
Last day to serve Disclosure of Asserted Claims and Infringement Contentions and produce documents (Patent L.R. 3-1, 3-2)	May 28, 2015
Last day to serve Invalidity Contentions and produce documents (Patent L.R. 3-3, 3- 4)	July 13, 2015
Fact discovery cut-off – copyright	July 17, 2015
Last day for parties to exchange proposed terms for construction (Patent L.R. 4-1)	July 27, 2015
Last day to file and serve motion to amend pleadings	July 24, 2015
Last day to disclose experts and exchange opening expert reports - copyright	July 31, 2015
Last day to exchange rebuttal expert reports - copyright	August 14, 2015
Last day for parties to exchange preliminary claim constructions and extrinsic evidence (Patent L.R. 4-2)	August 17, 2015
Expert discovery cut-off - copyright	August 28, 2015
Last day to file dispositive motions - copyright	September 10, 2015
Last day for parties to file Joint Claim Construction and Prehearing Statement (Patent L.R. 4-3)	September 11, 2015
Last day to complete claim construction discovery (Patent L.R. 4-4)	October 12, 2015
Hearing on dispositive motions - copyright	October 15, 2015
Last day for Cisco to file opening claim construction brief (Patent L.R. 4-5)	October 26, 2015
Last day for Arista to file responsive claim construction brief (Patent L.R. 4-5)	November 9, 2015
Last day for Cisco to file reply claim construction brief (Patent L.R. 4-5)	November 16, 2015
Technical tutorial	November 23, 2015
Claim construction hearing (Patent L.R. 4-6)	November 30, 2015

Event	Cisco's Proposed Date
Last day to meet and confer before the final Pretrial Conference – copyright (Standing Order re Final Pretrial Conference – Jury Trial Sec. A)	December 31, 2015
Joint Pretrial Statement and Order Due – copyright (Standing Order re Final Pretrial Conference – Jury Trial Sec. B)	January 7, 2016
Motions <i>in Limine</i> Due – copyright (Standing Order re Final Pretrial Conference – Jury Trial Sec. B.4)	January 7, 2016
Oppositions to Motions <i>in Limine</i> Due – copyright (Standing Order re Final Pretrial Conference – Jury Trial Sec. B.4)	January 14, 2016
Jury Materials Due – copyright (Standing Order re Final Pretrial Conference – Jury Trial Sec. B.5)	January 14, 2016
Trial Briefs Due – copyright (Standing Order re Final Pretrial Conference – Jury Trial Sec. B.5)	January 18, 2016
Last day to disclose advice of counsel (Patent L.R. 3-7)	<i>50 days after claim construction order</i>
Pre-trial conference – copyright	January 21, 2016, 2:30 p.m.
Jury Trial – copyright	January 25, 2016
Fact discovery cut-off – patent	February 5, 2016
Last day to disclose experts and exchange opening expert reports – patent	February 19, 2016
Last day to exchange rebuttal expert reports – patent	March 18, 2016
Expert discovery cut-off – patent	April 8, 2016
Last day to file dispositive motions – patent	April 21, 2016
Hearing on dispositive motions – patent	May 26, 2016
Last day to meet and confer before the final Pretrial Conference – patent (Standing Order re Final Pretrial Conference – Jury Trial Sec. A)	August 4, 2016
Joint Pretrial Statement and Order Due – patent (Standing Order re Final Pretrial Conference – Jury Trial Sec. B)	August 11, 2016

Event	Cisco's Proposed Date
Motions <i>in Limine</i> Due – patent (Standing Order re Final Pretrial Conference – Jury Trial Sec. B.4)	August 11, 2016
Oppositions to Motions <i>in Limine</i> Due – patent (Standing Order re Final Pretrial Conference – Jury Trial Sec. B.4)	August 18, 2016
Jury Materials Due – patent (Standing Order re Final Pretrial Conference – Jury Trial Sec. B.5)	August 18, 2016
Trial Briefs Due – patent (Standing Order re Final Pretrial Conference – Jury Trial Sec. B.5)	August 22, 2016
Pre-trial conference – patent	August 25, 2016, 2:30 p.m.
Jury Trial – patent	August 29, 2016

Appendix B – Arista’s Proposed Schedule

Event	Arista’s Proposed Date
Initial Case Management Conference	May 14, 2015
Infringement Contentions Under Patent L. R. 3-1	May 28, 2015—14 days after Initial CMC Conference Under Patent L.R. 3-1.
Invalidity Contentions Under Patent L. R. 3-3	July 13, 2015—45 days after service of the Infringement Contentions Under Patent L.R. 3-3.
Exchange Proposed Claims Terms Under Patent L. R. 4-1	July 27, 2015—14 days after service of the Invalidity Contentions Under Patent L.R. 4-1.
Exchange Preliminary Claim Constructions and Extrinsic Evidence Under Patent L. R. 4-2	August 17, 2015—21 days after exchange of Proposed Claim Terms Under Patent L.R. 4-2.
Deadline to file Amended Pleadings without leave of Court	September 7, 2015
Joint Claim Construction and Prehearing Statement Under Patent L. R. 4-3	September 11, 2015—60 days after service of the Invalidity Contentions Under Patent L.R. 4-3.
End of Claim Construction Discovery Under Patent L. R. 4-4	October 12, 2015—30 days after service and filing of the Joint Claim Construction and Prehearing Statement Under Patent L.R. 4-4.

Event	Arista's Proposed Date
Opening Claim Construction Brief	October 26, 2015—45 days after serving and filing the Joint Claim Construction and Prehearing Statement Under Patent L.R. 4-5(a).
Responsive Claim Construction Brief	November 9, 2015—14 days after service of the Opening Claim Construction Brief Under Patent L.R. 4-5(b).
Reply Claim Construction Brief	November 16, 2015—7 days after service of the Responsive Claim Construction Brief Under Patent L.R. 4-5(c).
Tutorial/Claim Construction Hearing	November 30, 2015, subject to the convenience of the Court's calendar—two weeks after submission of the Reply Claim Construction Brief Under Patent L.R. 4-6.
Deadline to Service Advice of Counsel Information Under Patent L.R. 3-7	50 days after Claim Construction Ruling.
Close of Fact Discovery	The later of April 25, 2016, or 16 weeks after Claim Construction Ruling.
Expert Reports Due	The later of May 23, 2016, or 20 weeks after Claim Construction Ruling.

Event	Arista's Proposed Date
Expert Rebuttal Reports Due	The later of June 20, 2016, or 24 weeks after Claim Construction Ruling.
Close of Expert Discovery	The later of July 11, 2016, or 27 weeks after Claim Construction Ruling.
Deadline for Dispositive Motions	The later of August 1, 2016, or 30 weeks after Claim Construction Ruling.
Opposition Briefs Due	The later of August 29, 2016, or 34 weeks after Claim Construction Ruling.
Reply Briefs Due	The later of September 19, 2016, or 37 weeks after Claim Construction Ruling.
Hearing on Dispositive Motions	The later of October 10, 2016, or 40 weeks after Claim Construction Ruling.
Last day to meet and confer before the final Pretrial Conference (Standing Order re Final Pretrial Conference – Jury Trial Sec. A)	November 7, 2016
Joint Pretrial Statement and Order Due (Standing Order re Final Pretrial Conference – Jury Trial Sec. B)	November 14, 2016
Motions <i>in Limine</i> Due (Standing Order re Final Pretrial Conference – Jury Trial Sec. B.4)	November 21, 2016
Oppositions to Motions <i>in Limine</i> Due (Standing Order re Final Pretrial Conference – Jury Trial Sec. B.4)	December 12, 2016

Event	Arista's Proposed Date
Jury Materials Due (Standing Order re Final Pretrial Conference – Jury Trial Sec. B.5)	December 12, 2016
Trial Briefs Due (Standing Order re Final Pretrial Conference – Jury Trial Sec. B.5)	December 19, 2016
Pre-trial conference	January 9, 2017, or at the Court's convenience.
Jury Trial	January 23, 2017